

ADOT ECS File: JPA 95-157
CDOT File: 8-RIV-10, PM R156.4/156.6
AZ AG Contract No. KR95 1982TRN
AZ Project: 010-LA-000/H4142 01D
CA Project: EA: 2074U1 Agmt 11-0528
Section: I-10 Colorado Bridge at
Ehrenberg Seismic Retrofit Design

13257

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE STATE OF CALIFORNIA**

THIS AGREEMENT is entered into 6 March, 1996,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION ("Arizona") and the STATE OF CALIFORNIA, acting by and
through its DEPARTMENT OF TRANSPORTATION ("California").

I. RECITALS

1. Arizona is empowered by Arizona Revised Statutes Section 28-108 and 28-114
to enter into this agreement and has by resolution, a copy of which is attached hereto
and made a part hereof, resolved to enter into this agreement and has authorized the
undersigned to execute this agreement on behalf of Arizona.

2. California is empowered by Government Code 6500 to enter into this agreement
and has authorized the undersigned to execute this agreement on behalf of the State.

3. California and Arizona desire to participate in the determination of a seismic
retrofit strategy for the Colorado River Bridge on Interstate 10 at Ehrenberg, at an
estimated cost of \$140,000.00, for the benefit of the motoring public. The parties hereto
agree that California will be the lead agency in determining the seismic retrofit strategy.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed
as follows:

NO. <u>20552</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>03/06/96</u>
<u>Gene Lee Hull</u> Secretary of State
By <u>Vicky Greenwood</u>

II. SCOPE OF WORK

1. California will:

- a. Obtain all information required for a dynamic analysis, including a soils report, if necessary.
- b. Perform a dynamic analysis for the structure.
- c. Provide a preliminary retrofit strategy to Arizona for review. Incorporate Arizona's review comments.
- d. Prepare and approve a Project Scope Summary Report that recommends a retrofit strategy for the bridge and estimates a construction cost.
- e. Pay for fifty percent (50%) of the actual costs to determine the retrofit strategy, estimated at \$70,000.00.
- f. Invoice Arizona, no more often than monthly, for fifty percent (50%) of the actual costs to determine a retrofit strategy.
- g. Prepare a Project progress report on a schedule to coincide with invoices to Arizona, but at least monthly, to inform Arizona of the general progress of the Project.

2. Arizona will:

- a. Provide California, at no cost, such data and information as is reasonably available to assist in the retrofit strategy determination.
- b. Participate in retrofit strategy meetings.
- c. Review the preliminary retrofit strategy and provide comments.
- d. Pay for fifty percent (50%) of the actual costs to determine a retrofit strategy, estimated at \$70,000.00.
- e. Reimburse California within 20 working days after receipt and approval of each invoice, or as expediently as normal accounting procedures permit, but in no case shall this period exceed 30 days.

III. MISCELLANEOUS PROVISIONS

1. This agreement is subject to the appropriation and availability of funds of the respective parties hereto, and shall remain in force and effect until completion of said retrofit strategy determination and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the award of a contract to implement the strategy report, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Arizona Secretary of State, and upon final approval by the California Department of Transportation.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. California reserves the right to perform any portion of its responsibilities under this agreement by contracting with a qualified consultant engineering firm.

6. California and Arizona agree to cooperate in a future agreement, after the retrofit strategy is determined, to address the final design, construction and maintenance of the retrofit work.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to select a claims process acceptable to California and Arizona, and shall process any and all claims through such process. Such process shall include a provision for arbitration. Additinal payments authorized as a result of the claims process will be shared equally by California and Arizona.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

California Department of Transportation
District 11 Design D
PO Box 85406
San Diego, CA 92186

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

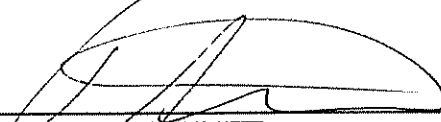
STATE OF CALIFORNIA
Department of Transportation

JAMES VON LOBEN SELS
Director of Transportation

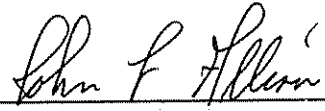
for By 
GARY GALLEGOS
District Director

STATE OF ARIZONA
Department of Transportation

LARRY S. BONINE
Director of Transportation

By  WLB
THOMAS G. SCHMITT
State Engineer

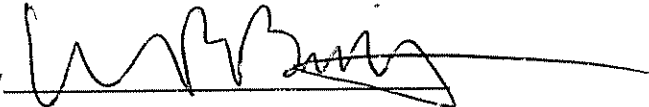
APPROVAL RECOMMENDED

By 
JOHN ALLISON, Chief
Division of Structures

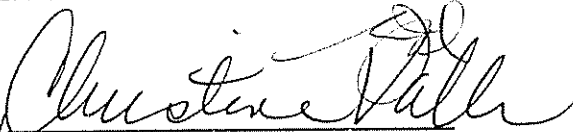
ATTEST

By 
PETER L. ENO
Contract Administrator

APPROVED AS TO FORM AND PROCEDURE:

By 
Attorney, Department of Transportation

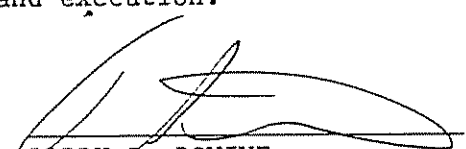
CERTIFIED AS TO FUNDS AND PROCEDURE:

By 
CHRISTINE VALLE
District Accounting Administrator

RESOLUTION

BE IT RESOLVED on this 22nd day of August 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the California Department of Transportation for the purpose of defining responsibilities for determining a seismic retrofit strategy for the I-10 Colorado River Bridge at Ehrenburg.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted to the undersigned for approval and execution.



for LARRY S. BONINE
Director

JPA 95-157

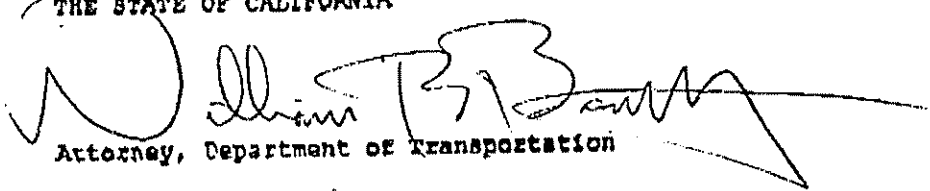
DETERMINATION

Arizona Contract No. JPA 95-218, and California Contract No. 8-RIV-10, which is an agreement between states, to wit: the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, and the STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION has been reviewed by the undersigned attorney for the State of California who has determined that it is in the proper form and within the powers and authority granted to the State of California under the laws of the State of California.

No opinion is expressed as to the authority of the State of Arizona to enter into said agreement.

DATED this 27th day of February, 1996.

THE STATE OF CALIFORNIA


Attorney, Department of Transportation



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-1982-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 29th day of February, 1996.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
9042G